

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SKYLINE POTATO COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:10-cv-00698-CG-RHS
	)	
TAN-O-ON MARKETING, INC. d/b/a	)	
TMI; HI-LAND POTATO COMPANY,	)	
INC.; GERALD R. ANDERSON;	)	
JULIE A. ANDERSON; MARK	)	
LOUNSBURY; BILL METZ; and CARL	)	
WORLEY,	)	
	)	
Defendants.	)	

**INDIVIDUAL ANSWER OF DEFENDANT HI-LAND POTATO COMPANY**

COMES NOW Defendant, Hi-Land Potato Company (“Hi-Land”), by and through its undersigned attorneys, The Rowe Law Firm, P.C., and for its Answer to Plaintiff’s Petition for Enforcement of USDA PACA Order and Award of Damages; Complaint for Violation of Federal Unfair Trade Practices Provision in PACA (7 USC 499b), Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Fraud, Money Owed on Open Account, and Prayer for Declaratory Relief and Piercing of the Corporate Veil (hereinafter referred to as the “Complaint”) allege and states as follows:

1. Hi-Land admits that Skyline Potato Company, Inc. is a Colorado corporation, but denies that Hi-Land entered into various commercial agreements with the Plaintiff with respect to numerical paragraph 1 of the Complaint.
2. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 2 of the Complaint.

3. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 3 of the Complaint.

4. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 4 of the Complaint

5. With respect to numerical paragraph 5 of the Complaint, Hi-Land denies that allegation insofar as Carl Worley is not a resident of the City of Monte Vista, State of Colorado.

6. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 6 of the Complaint

7. The Hi-Land specifically denies the allegations contained in numerical paragraph 7 of the Complaint.

8. The Hi-Land specifically denies the allegations contained in numerical paragraph 8 of the Complaint.

9. The Hi-Land specifically denies the allegations contained in numerical paragraph 9 of the Complaint.

10. The Hi-Land specifically denies the allegations contained in numerical paragraph 10 of the Complaint.

11. The Hi-Land specifically denies the allegations contained in numerical paragraph 11 of the Complaint.

12. The Hi-Land specifically denies the allegations contained in numerical paragraph 12 of the Complaint.

13. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 13 of the Complaint

14. The Hi-Land specifically denies the allegations contained in numerical paragraph 14 of the Complaint.

15. The Hi-Land specifically denies the allegations contained in numerical paragraph 15 of the Complaint.

16. The Hi-Land specifically denies the allegations contained in numerical paragraph 16 of the Complaint.

17. The Hi-Land specifically denies the allegations contained in numerical paragraph 17 of the Complaint.

18. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 18 of the Complaint

19. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 19 of the Complaint

20. The Hi-Land specifically denies the allegations contained in numerical paragraph 20 of the Complaint.

21. The Hi-Land specifically denies the allegations contained in numerical paragraph 21 of the Complaint.

22. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 22 of the Complaint

23. The Hi-Land specifically denies the allegations contained in numerical paragraph 23 of the Complaint.

24. The Hi-Land specifically denies the allegations contained in numerical paragraph 24 of the Complaint.

25. The Hi-Land specifically denies the allegations contained in numerical paragraph 25 of the Complaint.

26. The Hi-Land specifically denies the allegations contained in numerical paragraph 26 of the Complaint.

27. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 27 of the Complaint

28. The Hi-Land specifically denies the allegations contained in numerical paragraph 28 of the Complaint.

29. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 29 of the Complaint

30. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 30 of the Complaint

31. The Hi-Land specifically denies the allegations contained in numerical paragraph 31 of the Complaint.

32. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 32 of the Complaint

33. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 33 of the Complaint

34. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 34 of the Complaint

35. The Hi-Land specifically denies the allegations contained in numerical paragraph 35 of the Complaint.

36. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 36 of the Complaint

37. The Hi-Land specifically denies the allegations contained in numerical paragraph 37 of the Complaint.

38. The Hi-Land specifically denies the allegations contained in numerical paragraph 38 of the Complaint.

39. The Hi-Land specifically denies the allegations contained in numerical paragraph 39 of the Complaint.

40. The Hi-Land specifically denies the allegations contained in numerical paragraph 40 of the Complaint.

41. The Hi-Land specifically denies the allegations contained in numerical paragraph 41 of the Complaint.

42. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 42 of the Complaint

43. The Hi-Land specifically denies the allegations contained in numerical paragraph 43 of the Complaint.

44. The Hi-Land specifically denies the allegations contained in numerical paragraph 44 of the Complaint.

45. The Hi-Land specifically denies the allegations contained in numerical paragraph 45 of the Complaint.

46. The Hi-Land specifically denies the allegations contained in numerical paragraph 46 of the Complaint.

47. The Hi-Land specifically denies the allegations contained in numerical paragraph 47 of the Complaint.

48. The Hi-Land specifically denies the allegations contained in numerical paragraph 48 of the Complaint.

49. The Hi-Land specifically denies the allegations contained in numerical paragraph 49 of the Complaint.

50. The Hi-Land specifically denies the allegations contained in numerical paragraph 50 of the Complaint.

51. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 51 of the Complaint

52. The Hi-Land specifically denies the allegations contained in numerical paragraph 52 of the Complaint.

53. The Hi-Land specifically denies the allegations contained in numerical paragraph 53 of the Complaint.

54. The Hi-Land specifically denies the allegations contained in numerical paragraph 54 of the Complaint.

55. The Hi-Land specifically denies the allegations contained in numerical paragraph 55 of the Complaint.

56. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 56 of the Complaint

57. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 57 of the Complaint

58. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 58 of the Complaint

59. The Hi-Land specifically denies the allegations contained in numerical paragraph 59 of the Complaint.

60. The Hi-Land specifically denies the allegations contained in numerical paragraph 60 of the Complaint.

61. The Hi-Land specifically denies the allegations contained in numerical paragraph 61 of the Complaint.

62. The Hi-Land specifically denies the allegations contained in numerical paragraph 62 of the Complaint.

63. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 63 of the Complaint

64. The Hi-Land specifically denies the allegations contained in numerical paragraph 64 of the Complaint.

65. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 65 of the Complaint

66. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 66 of the Complaint

67. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 67 of the Complaint

68. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 68 of the Complaint

69. The Hi-Land specifically denies the allegations contained in numerical paragraph 69 of the Complaint.

70. The Hi-Land specifically denies the allegations contained in numerical paragraph 70 of the Complaint.

71. The Hi-Land specifically denies the allegations contained in numerical paragraph 71 of the Complaint.

72. The Hi-Land specifically denies the allegations contained in numerical paragraph 72 of the Complaint.

73. The Hi-Land specifically denies the allegations contained in numerical paragraph 73 of the Complaint.

74. The Hi-Land specifically denies the allegations contained in numerical paragraph 74 of the Complaint.

75. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 75 of the Complaint

76. The Hi-Land specifically denies the allegations contained in numerical paragraph 76 of the Complaint.

77. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 77 of the Complaint

78. The Hi-Land specifically denies the allegations contained in numerical paragraph 78 of the Complaint.

79. The Hi-Land specifically denies the allegations contained in numerical paragraph 79 of the Complaint.

80. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 80 of the Complaint

81. The Hi-Land specifically denies the allegations contained in numerical paragraph 81 of the Complaint.

82. The Hi-Land specifically denies the allegations contained in numerical paragraph 82 of the Complaint.

83. The Hi-Land specifically denies the allegations contained in numerical paragraph 83 of the Complaint.

84. The Hi-Land specifically denies the allegations contained in numerical paragraph 84 of the Complaint.

85. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 85 of the Complaint

86. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 86 of the Complaint

87. The Hi-Land specifically denies the allegations contained in numerical paragraph 87 of the Complaint.

88. The Hi-Land specifically denies the allegations contained in numerical paragraph 88 of the Complaint.

89. The Hi-Land specifically denies the allegations contained in numerical paragraph 89 of the Complaint.

90. The Hi-Land specifically denies the allegations contained in numerical paragraph 90 of the Complaint.

91. The Hi-Land specifically denies the allegations contained in numerical paragraph 91 of the Complaint.

92. The Hi-Land specifically denies the allegations contained in numerical paragraph 92 of the Complaint.

93. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 93 of the Complaint

94. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 94 of the Complaint

95. The Hi-Land specifically denies the allegations contained in numerical paragraph 95 of the Complaint.

96. Hi-Land is without sufficient information or knowledge and based upon such lack of information and knowledge specifically denies the allegations contained in numerical paragraph 96 of the Complaint

97. The Hi-Land specifically denies the allegations contained in numerical paragraph 97 of the Complaint.

98. The Hi-Land specifically denies the allegations contained in numerical paragraph 98 of the Complaint.

99. The Hi-Land specifically denies the allegations contained in numerical paragraph 99 of the Complaint.

100. The Hi-Land specifically denies the allegations contained in numerical paragraph 100 of the Complaint.

101. The Hi-Land specifically denies the allegations contained in numerical paragraph 101 of the Complaint.

102. The Hi-Land specifically denies the allegations contained in numerical paragraph 102 of the Complaint.

103. The Hi-Land specifically denies the allegations contained in numerical paragraph 103 of the Complaint.

104. The Hi-Land specifically denies the allegations contained in numerical paragraph 104 of the Complaint.

105. The Hi-Land specifically denies the allegations contained in numerical paragraph 105 of the Complaint.

106. The Hi-Land specifically denies the allegations contained in numerical paragraph 106 of the Complaint.

107. The Hi-Land specifically denies the allegations contained in numerical paragraph 107 of the Complaint.

108. The Hi-Land specifically denies the allegations contained in numerical paragraph 108 of the Complaint.

109. The Hi-Land specifically denies the allegations contained in numerical paragraph 109 of the Complaint.

110. The Hi-Land specifically denies the allegations contained in numerical paragraph 110 of the Complaint.

**FIRST AFFIRMATIVE DEFENSE**

The Petition for Enforcement and Complaint fail to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The Defendant Hi-Land had no ownership, control, right to control or financial interest in Tan-O-On Marketing, Inc. or any other party to this case. As such, Hi-Land has no liability for any of the claims asserted herein against any other Defendant and, in particular, Tan-O-On Marketing, Inc.

**THIRD AFFIRMATIVE DEFENSE**

Defendant Hi-Land Potato Company is a properly constituted Colorado corporation, adequately capitalized and operated in a legitimate corporate manner at all times since its existence more than thirty years ago.

**FOURTH AFFIRMATIVE DEFENSE**

Tan-O-On Marketing, Inc., Gerald Anderson, Julie Anderson, Mark Lounsbury and Bill Metz do not have any ownership interest nor are they stockholders or officers of Hi-Land Potato Company, Inc.

**FIFTH AFFIRMATIVE DEFENSE**

There is no contract, business relationship, agreement or obligation that exists between the Plaintiff Skyline Potato Company, Inc. and the Defendant Hi-Land Potato Company, Inc.

**SIXTH AFFIRMATIVE DEFENSE**

Any representations or actions of Hi-Land Potato Company herein have been in good faith and strictly in accordance with its rights and obligations under applicable law and were taken in good faith.

**SEVENTH AFFIRMATIVE DEFENSE**

There is no good faith basis for the assertion of any of the claims contained in the Complaint against Hi-Land Potato Company, Inc. Furthermore, there are no documentation, agreements or factual basis for the assertion of the claims made by Plaintiff as against Hi-Land Potato Company, Inc. herein.

WHEREFORE, having fully answered, the individual Defendant Hi-Land Potato Company, Inc. respectfully requests judgment in its favor on the Petition and Complaint herein and that it be granted all other relief, legal, equitable or other and that it be awarded its costs and attorney's fees with respect to this action.

Respectfully submitted,

THE ROWE LAW FIRM, P.C.

/s/ Gordon H. Rowe III  
Gordon H. Rowe III  
*Attorneys for Defendant Hi-Land Potato Company, Inc.*  
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Albuquerque, NM 87110  
Telephone: (505) 232-2800  
Facsimile: (505) 266-1030

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of September, 2010, the foregoing pleading was electronically filed with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system.

/s/ Gordon H. Rowe III

Gordon H. Rowe III